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4	UNITED STATES DISTRICT COURT		
5	WESTERN DISTRICT OF WASHINGTON		
6	BRETT MARTIN on behalf of himself and )		
7	all others similarly situated,  ) Case No. 2:18-cv-00600-TSZ		
8	Plaintiff,  ANSWER, AFFIRMATIVE DEFENSES,  AND COUNTERCLAIM		
9	VS. )		
10	SUNLIGHT SUPPLY, INC.,		
11	Defendant.		
12	)		
13			
14	Defendant Sunlight Supply, Inc. ("Defendant"), by and through its undersigned attorneys,		
15	hereby answers the Class Action Complaint ("Complaint") filed by Plaintiff Brett Martin ("Plaintiff")		
16	as follows:		
17	I. INTRODUCTION		
18	1.1 The allegations set forth in Paragraph 1.1 of the Complaint constitute legal conclusions		
19	that do not require a response. To the extent that Paragraph 1.1 asserts any factual allegations,		
20	Defendant denies them.		
21	1.2 As to Paragraph 1.2, Defendant admits that it terminated Plaintiff's employment.		
22	Defendant denies the remaining factual allegations in Paragraph 1.2.		
23	1.3 Paragraph 1.3 purports to characterize this action and states legal conclusions that do		
24	not require a response. To the extent that Paragraph 1.3 asserts any factual allegations, Defendant		
25	denies them.		
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1.4 Paragraph 1.4 purports to characterize the relief requested by Plaintiff and requires no response. To the extent that a response is required, Defendant denies any factual allegations made in Paragraph 1.4.

## II. PARTIES

- 2.1 As to Paragraph 2.1, Defendant admits that it employed Plaintiff in its IT Department at its office located at 3204 NW 38th Circle in Vancouver, Washington. Defendant admits that it refers to this office as its world headquarters. Plaintiff's reference to Defendant's office as a facility as that term is defined in the Worker Adjustment and Retraining Notification Act ("WARN Act") is a legal conclusion that requires no response. Defendant denies that it terminated Plaintiff's employment on November 27, 2017. Defendant denies any remaining factual allegations in Paragraph 2.1.
- 2.2 As to Paragraph 2.2, Defendant admits that it maintained and operated an office at 3204 NW 38th Circle and a warehouse at 4525 NW Fruit Valley Road in Vancouver, Washington. Plaintiff's reference to Defendant's "Facilities" as the term facility is defined in the WARN Act is a legal conclusion that requires no response. Defendant denies any remaining factual allegations in Paragraph 2.2.
- 2.3 As to Paragraph 2.3, Defendant admits that it is a corporation duly organized under the laws of the state of Washington with its principal place of business located at 3204 NW 38th Circle, Vancouver, Washington. Defendant admits it conducted business in this District. Defendant denies any remaining factual allegations in Paragraph 2.3.

## III. JURISDICTION AND VENUE

- 3.1 The allegations set forth in Paragraph 3.1 constitute legal conclusions that do not require a response.
- 3.2 The allegations set forth in Paragraph 3.2 constitute legal conclusions that do not require a response.

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## IV. FACTS

- 4.1 Paragraph 4.1 purports to characterize this action and additionally states legal conclusions that do not require a response. To the extent that Paragraph 4.1 asserts any factual allegations, Defendant denies them.
- 4.2 Paragraph 4.2 states legal conclusions that do not require a response. To the extent that Paragraph 4.2 asserts any factual allegations, Defendant denies them.
- 4.3 As to Paragraph 4.3, Defendant admits that the names and last known residential addresses of employees are maintained in Defendant's records. The remaining factual allegations of Paragraph 4.3 are denied.
- 4.4 As to Paragraph 4.4, Defendant admits that it maintains information pertaining to employees' rates of pay and benefits in Defendant's records. The remaining factual allegations of Paragraph 4.4 are denied.
- 4.5 Paragraph 4.5 and each of its subparts state legal conclusions that do not require a response. To the extent that Paragraph 4.5 or any of its subparts assert any factual allegations, Defendant denies them.
- 4.6 As to Paragraph 4.6, Defendant admits that Plaintiff worked at Defendant's world headquarters and that Plaintiff was laid off on November 16, 2017. The remaining factual allegations of Paragraph 4.6 are denied.
- 4.7 The first sentence of Paragraph 4.7 states legal conclusions that do not require a response. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of the second sentence of Paragraph 4.7 and therefore denies them.
- 4.8 Paragraph 4.8 states legal conclusions that do not require a response. To the extent that Paragraph 4.8 asserts factual allegations, Defendant denies them.
- 4.9 Paragraph 4.9 states legal conclusions that do not require a response. To the extent that Paragraph 4.9 asserts factual allegations, Defendant denies them.

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1	4.10 Paragr	raph 4.10 is a statement of future intent. Defendant lacks knowledge or	
2	information sufficient to form a belief as to the truth of the allegations of Paragraph 4.10 and therefore		
3	denies them.		
4	V. CLAIMS FOR RELIEF		
5	5.1 As to	Paragraph 5.1, Defendant incorporates by reference the responses set forth in the	
6	preceding paragraphs.		
7	5.2 Defen	dant admits Paragraph 5.2.	
8	5.3 Paragr	raph 5.3 states legal conclusions that do not require a response. To the extent	
9	that Paragraph 5.3 asserts factual allegations, Defendant denies them.		
10	5.4 Paragr	raph 5.4 states legal conclusions that do not require a response.	
11	5.5 There	is no paragraph numbered 5.5 in the Complaint.	
12	5.6 Paragr	raph 5.6 states legal conclusions that do not require a response. To the extent that	
13	Paragraph 5.6 asserts any factual allegations, Defendant denies them.		
14	5.7 Paragr	raph 5.7 states legal conclusions that do not require a response. To the extent	
15	that Paragraph 5.7 as	serts any factual allegations, Defendant denies them.	
16	5.8 Paragi	raph 5.8 states legal conclusions that do not require a response. To the extent	
17	that Paragraph 5.8 asserts any factual allegations, Defendant denies them.		
18	5.9 Paragi	raph 5.9 states legal conclusions that do not require a response.	
19	5.10 Paragi	raph 5.10 states legal conclusions that do not require a response.	
20	5.11 Paragi	raph 5.11 states legal conclusions that do not require a response.	
21	5.12 Paragr	raph 5.12 states legal conclusions that do not require a response.	
22	5.13 Defen	dant admits Paragraph 5.13 as to Plaintiff. Defendant lacks knowledge or	
23	information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 5.13 and		
24	therefore denies then	1.	
25	5.14 Paragi	raph 5.14 states a legal conclusion that does not require a response.	
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5.15 To the extent not otherwise specifically admitted herein, Defendant denies each and 1 2 every allegation of the Complaint. 3 VI. AFFIRMATIVE DEFENSES 4 FIRST AFFIRMATIVE DEFENSE 5 6.1 Plaintiff has failed to state a claim upon which relief can be granted under the WARN 6 Act. 7 SECOND AFFIRMATIVE DEFENSE 8 6.2 Defendant was not obligated to give notice under the WARN Act as there was not a 9 "mass layoff" as that term is defined by the WARN Act, 29 U.S.C. § 2101(a)(3). 10 THIRD AFFIRMATIVE DEFENSE 11 6.3 Defendant was not obligated to give notice under the WARN Act as there was not a 12 "plant closing" as that term is defined by the WARN Act, 29 U.S.C. § 2101(a)(2). 13 FOURTH AFFIRMATIVE DEFENSE 14 6.4 If there was a "mass layoff," Defendant was excused from giving notice under the 15 WARN Act because Defendant was faced with unforeseen business circumstances. Defendant gave as 16 much notice of the layoff as was practicable under the circumstances. 17 FIFTH AFFIRMATIVE DEFENSE 18 6.5 Any liability or penalty assessed against Defendant under the WARN Act must be 19 reduced pursuant to 29 U.S.C. § 2104(a)(4) because any act or omission by Defendant was made in 20 good faith and Defendant had reasonable grounds for believing that any or all such acts or omissions were not a violation of the WARN Act. 21 22 SIXTH AFFIRMATIVE DEFENSE 23 6.6 To the extent that Plaintiff or any individual class member is entitled to damages, 24 Defendant is entitled to a credit or offset against amounts overpaid to them during the course of their 25 employment. 26 /// Page 5 – ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM (2:18-cv-00600-TSZ)

SEVENTH AFFIRMATIVE DEFENSE 1 2 6.7 The claims of individual class members that Plaintiff seeks to represent are barred to the 3 extent that such claims are covered by a prior compromise or release of claims. 4 EIGHTH AFFIRMATIVE DEFENSE 5 6.8 In the event that the Court certifies this action as a class action, Defendant incorporates 6 by this reference and realleges all of its defenses to individual class members' claims. 7 VII. COUNTERCLAIM 8 7.1 Defendant incorporates by reference the responses set forth in the preceding paragraphs. 9 7.2 Defendant is entitled to an award of its reasonable attorney fees pursuant to 29 U.S.C. 10 § 2104(a)(6). 11 WHEREFORE, Defendant respectfully requests that this Court: 12 A. Dismiss Plaintiff's Complaint in its entirety and with prejudice; 13 B. Award Defendant its costs and reasonable attorneys' fees; and, 14 C. Grant such other and further relief as the Court deems just and equitable. 15 16 BUCKLEY LAW, P.C. 17 18 By: /s Marjorie A. Elken DATED: May 24, 2018 Marjorie A. Elken, WSB No. 45788 19 Email: mae@buckley-law.com 5300 Meadows Road, Suite 200 20 Lake Oswego, Oregon 97035 Phone: 503-620-8900 21 Trial Attorney: Marjorie A. Elken 22 Of Attorneys for Defendant Sunlight Supply, Inc. 23 24 25 26

CERTIFICATE OF SERVICE 1 2 I hereby certify that I served the foregoing ANSWER, AFFIRMATIVE DEFENSES, AND 3 COUNTERCLAIM on: 4 Michel C. Subit Frank Freed Submit & Thomas 5 705 Second Avenue, Suite 1200 Seattle, Washington 98104 6 Of Attorneys for Plaintiff 7 8 Jack A. Raisner Rene S. Roupinian 9 Outten & Golden LLP 685 Third Avenue, 25th Floor 10 New York, NY 10017 11 Of Attorneys for Plaintiff 12 by MAILING a full, true and correct copy thereof in a sealed, postage-paid envelope, 13 addressed as shown above, and deposited with the U.S. Postal Service at Lake Oswego, Oregon, on the date set forth below; 14 by causing a full, true and correct copy thereof to be HAND-DELIVERED to the party, at the 15 address listed above on the date set forth below; 16 by FAXING a full, true and correct copy thereof to the party, at the fax number shown above, 17 which is the last-known fax number for the party's office, on the date set forth below. 18 [X] by electronic mailing through the CM / ECF Filing System, on the date set forth below. 19 DATED: May 24, 2018 20 BUCKLEY LAW, P.C. 21 By: /s/ Marjorie A. Elken 22 Marjorie A. Elken, WSB No. 45788 23 Email: mae@buckley-law.com 5300 Meadows Road, Suite 200 24 Lake Oswego, Oregon 97035 Phone: 503-620-8900 25 Trial Attorney: Marjorie A. Elken 26 Of Attorneys for Defendant Sunlight Supply, Inc.

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